

HOLLAND & KNIGHT LLP
Stacey H. Wang (SBN 245195)
400 South Hope Street, 8th Floor
Los Angeles, California 90071
Telephone 213.896.2400
Facsimile 213.896.2450
E-mail: Stacey.Wang@hklaw.com

HOLLAND & KNIGHT LLP
L. Bradley Hancock (*admitted pro hac vice*)
Agnes O. Doyle (*admitted pro hac vice*)
Jacob B. Hadjis (*admitted pro hac vice*)
811 Main Street, Suite 2500
Houston, TX 77002
Telephone: 713.821.7000
Facsimile : 713.821.7001
E-mail: Brad.Hancock@hklaw.com
Agnes.Doyle@hklaw.com
Jacob.Hadjis@hklaw.com

Attorney for Defendants
AIR HORNS OF TEXAS, LLC, TEXAS AIR HORNS, LLC,
JASON GABBERT, JANA HILDRETH AND
GERALD GABBERT

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GROVER PRODUCTS LLC,

Plaintiff,

vs.

AIR HORNS OF TEXAS, LLC,
TEXAS AIR HORNS, LLC, GERALD
GABBERT, JASON GABBERT, AND
JANA HILDRETH,

Defendants.

Case No. 2:24-cv-08002 CAS (PDx)

**STIPULATED PROTECTIVE
ORDER**

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 highly confidential, proprietary, or private information for which special protection
4 from public disclosure and from use for any purpose other than prosecuting this
5 litigation may be warranted. Accordingly, the parties hereby stipulate to and
6 petition the Court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all disclosures
8 or responses to discovery and that the protection it affords from public disclosure
9 and use extends only to the limited information or items that are entitled to
10 confidential treatment under the applicable legal principles. The parties further
11 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
12 Order does not entitle them to file confidential information under seal; Civil Local
13 Rule 79-5 sets forth the procedures that must be followed and the standards that
14 will be applied when a party seeks permission from the court to file material under
15 seal.
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21 **B. GOOD CAUSE STATEMENT**

22 This action is likely to involve sales, pricing, profit, and cost information
23 and customer and vendor names for which special protection from public
24 disclosure and from use for any purpose other than prosecution of this action is
25 warranted. Such confidential, highly confidential and proprietary materials and
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1 information consist of, among other things, sales, pricing, profit, and cost
2 information and customer names, information otherwise generally unavailable to
3 the public. Accordingly, to expedite the flow of information, to facilitate the
4 prompt resolution of disputes over confidentiality of discovery materials, to
5 adequately protect information the parties are entitled to keep confidential, to
6 ensure that the parties are permitted reasonable necessary uses of such material in
7 preparation for and in the conduct of trial, to address their handling at the end of
8 the litigation, and serve the ends of justice, a protective order for such information
9 is justified in this matter. It is the intent of the parties that information will not be
10 designated as confidential and highly confidential-attorneys eyes only for tactical
11 reasons and that nothing be so designated without a good faith belief that it has
12 been maintained in a confidential, non-public manner, and there is good cause why
13 it should not be part of the public record of this case.
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18 **2. DEFINITIONS**

19 2.1 Action: this pending case above-captioned.

20 2.2 Challenging Party: a Party or Non-Party that challenges the
21 designation of information or items under this Order.
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24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
25 how it is generated, stored or maintained) or tangible things that qualify for
26 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
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1 the Good Cause Statement. This also includes information required by law or
2 agreement to be kept confidential including, but not limited to, confidential or
3 sensitive personal information (such as addresses and social security numbers etc.).
4 Confidential Information does not include, and this Protective Order does not
5 apply to, information that is already in the knowledge or possession of the party to
6 whom disclosure is made unless the Receiving Party is already bound by
7 agreement not to disclose such information, or information that has been disclosed
8 to the public or third persons in a manner making such information no longer
9 confidential.
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13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).
15

16 2.5 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY.”
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21 2.6 Disclosure or Discovery Material: all items or information, regardless
22 of the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced
24 or generated in disclosures or responses to discovery in this matter.
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1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve
3 as an expert witness or as a consultant in this Action.
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5 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
6 Information or Items: Extremely sensitive “Confidential Information or Items”
7 whose disclosure to another Party or Non-Party would create a substantial risk of
8 serious harm that could not be avoided by less restrictive means. This may include,
9 but is not limited to, document or information comprising of proprietary
10 information and literature; sensitive business or financial information; information
11 identifying vendors, customers, clients, suppliers, or other sensitive business
12 contacts, confidential research, development or commercial information, trade
13 secrets, financial, technical, marketing or commercial information, pricing, product
14 development, financial statements (business or personal), coding, intellectual
15 property strategies, marketing strategies and any other document, information or
16 material that if disclosed could result in serious competitive advantage that rises to
17 the level of serious or irreparable harm to the party’s businesses or the business of
18 any party’s customers, clients, or vendors or other harm that cannot be avoided by
19 less restrictive means.
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1 2.9 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.
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5 2.10 Non-Party: any natural person, partnership, corporation, association,
6 or other legal entity not named as a Party to this action.
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8 2.11 Outside Counsel of Record: attorneys who are not employees of a
9 party to this Action but are retained to represent or advise a party to this Action
10 and have appeared in this Action on behalf of that party or are affiliated with a law
11 firm that has appeared on behalf of that party, including support staff.
12

13 2.12 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).
16

17 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.
19

20 2.14 Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.
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1 2.15 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.”
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5 2.16 Receiving Party: a Party that receives Disclosure or Discovery
6 Material from a Producing Party.
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8 **3. SCOPE**

9 To the extent either Party produces documents, materials or information
10 during discovery that contain trade secrets or other confidential and proprietary
11 business information that is not publicly available, such documents or materials
12 shall be clearly marked as “CONFIDENTIAL” at the time production occurs.
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14 If a party reasonably believes that the particular confidential documents,
15 materials or information to be produced or disclosed is of such a highly sensitive
16 nature that their disclosure should be limited only to Counsel, Experts, Professional
17 Vendors, and the Court, that party shall clearly mark such documents, materials or
18 information as “CONFIDENTIAL – ATTORNEYS EYES ONLY.”
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21 Protected Materials shall not be used by any party except in the preparation
22 for, trial of, or conduct of other proceedings in this litigation or as otherwise agreed
23 to in writing by the parties or ordered by the Court. This Order has no effect on
24 and shall not apply to a Producing Party’s use of its own Protected Material for any
25 purpose unless bound by agreement not to disclose such information.
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1 Protected Materials may include (a) such documents, materials or
2 information; (b) all copies, extracts and complete or partial summaries prepared
3 from such documents, materials or information; (c) portions of deposition
4 transcripts and exhibits thereto which contain or reflect the content of any such
5 documents, materials or information, or copies, extracts or summaries thereof; (d)
6 portions of briefs, memoranda or any other writing filed with the Court and
7 exhibits thereto which contain or reflect the content of any such documents,
8 materials or information, or copies, extracts or summaries thereof; and (d)
9 testimony taken at a hearing or other proceeding that refers or relates to such
10 documents, materials or information, consistent with Section 7 below.
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14 Any use of Protected Material at trial shall be governed by a separate
15 agreement or order of the trial judge. This Order does not govern the use of
16 Protected Material at trial
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18 **4. DURATION**
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20 Once a case proceeds to trial, all of the court-filed information to be
21 introduced that was previously designated as confidential or maintained pursuant
22 to this protective order becomes public and will be presumptively available to all
23 members of the public, including the press, unless compelling reasons supported
24 by specific factual findings to proceed otherwise are made to the trial judge in
25 advance of the trial. *See Kamakana v. City and County of Honolulu*, [447 F.3d](#)
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1 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing
2 documents produced in discovery from “compelling reasons” standard when
3 merits-related documents are part of court record).
4

5 However, for information not introduced at trial that was previously
6 designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’
7 EYES ONLY, even after final disposition of this Action, the confidentiality
8 obligations imposed by this Order shall remain in effect until a Designating Party
9 agrees otherwise in writing or a court order otherwise directs. Final disposition
10 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
11 action, with or without prejudice; and (2) final judgment herein after the
12 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
13 this action, including the time limits for filing any motions or applications for
14 extension of time pursuant to applicable law.
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18 **5. DESIGNATING PROTECTED MATERIAL**
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20 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

21 Each Party or Non-Party that designates information or items for protection under
22 this Order must take care to limit any such designation to specific material that
23 qualifies under the appropriate standards. The Designating Party must designate for
24 protection only those parts of material, documents, items, or oral or written
25 communications that qualify so that other portions of the material, documents,
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1 items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

3
4 Mass, indiscriminate, or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an improper
6 purpose (e.g., to unnecessarily encumber the case development process or to
7 impose unnecessary expenses and burdens on other parties) are also prohibited.
8

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.
12

13 5.2 Manner and Timing of Designations. Except as otherwise provided in
14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
16 under this Order must be clearly so designated before the material is disclosed or
17 produced.
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19
20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix, at a minimum, the legend
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
25 ONLY" to each page that contains protected material. If only a portion or portions
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1 of the material on a page qualifies for protection, the Producing Party also must
2 clearly identify the protected portion(s) (e.g., in a separate communication, by
3 making appropriate markings in the margins, or by producing redacted and
4 unredacted versions to the appropriate parties).

6 A Party or Non-Party that makes original documents available for inspection
7 need not designate them for protection until after the inspecting Party has indicated
8 which documents it would like copied and produced. During the inspection and
9 before the designation, all of the material made available for inspection shall be
10 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
11 inspecting Party has identified the documents it wants copied and produced, the
12 Producing Party must determine which documents, or portions thereof, qualify for
13 protection under this Order. Then, before producing the specified documents, the
14 Producing Party must affix the “CONFIDENTIAL or HIGHLY CONFIDENTIAL
15 – ATTORNEYS’ EYES ONLY legend” to each page that contains Protected
16 Material. If only a portion or portions of the material on a page qualifies for
17 protection, the Producing Party also must clearly identify the protected portion(s)
18 (e.g., in a separate communication or by making appropriate markings in the
19 margins).

25 (b) for testimony given in depositions that the Designating Party
26 identify the Disclosure or Discovery Material on the record, before the close of the
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1 deposition all protected testimony and specify the level of protection being
2 asserted. When it is impractical to identify separately each portion of testimony
3 that is entitled to protection and it appears that substantial portions of the testimony
4 may qualify for protection, the Designating Party may temporarily designate as
5 protected the entire rough transcript and will have up to 30 days from receipt of the
6 final transcript to identify the specific portions of testimony as to which protection
7 is warranted and to specify the level of protection being asserted. Only those
8 portions of the testimony that are appropriately designated for protection within 30
9 days from receipt of the final transcript shall be covered by the provisions of this
10 Stipulated Protective Order. Alternatively, a Designating Party may specify, at the
11 deposition or up to 21 days afterwards if that protection is properly invoked, that
12 the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Any transcript that is
14 prepared before the expiration of a 21-period for designation shall be treated
15 during that period as if it had been designated “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the
17 expiration of that period, the transcript shall be treated only as actually designated.
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24 The use of a document as an exhibit at a deposition shall not in any way
25 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
26 ATTORNEYS’ EYES ONLY.”
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1 (c) for information produced in some form other than documentary
2 and for any other tangible items, that the Producing Party affix in a prominent
3 place on the exterior of the container or containers in which the information is
4 stored the legend (“CONFIDENTIAL” or HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY”). If only a portion or portions of the information
6 warrants protection, the Producing Party, to the extent practicable, shall identify
7 the protected portion(s).
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10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
11 failure to designate qualified information or items does not, standing alone, waive
12 the Designating Party’s right to secure protection under this Order for such
13 material. Upon timely correction of a designation, the Receiving Party must make
14 reasonable efforts to assure that the material is treated in accordance with the
15 provisions of this Order.
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18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**
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20 6.1 Challenges. Any Party or Non-Party may challenge a designation of
21 confidentiality.
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23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37.1, et seq. Any discovery motion must
25 strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.
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1 6.3 Burden. The burden of persuasion in any such challenge proceeding
2 shall be on the Designating Party. Frivolous challenges, and those made for an
3 improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on
4 other parties) may expose the Challenging Party to sanctions. Unless the
5 Designating Party has waived or withdrawn the confidentiality designation, all
6 parties shall continue to afford the material in question the level of protection to
7 which it is entitled under the Producing Party's designation until the Court rules on
8 the challenge.
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12 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Non-Party in connection with this
15 Action only for prosecuting, defending, or attempting to settle this Action. Such
16 Protected Material may be disclosed only to the categories of persons and under
17 the conditions described in this Order. When the Action has been terminated, a
18 Receiving Party must comply with the provisions of section 13 below (FINAL
19 DISPOSITION).
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22 Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a secure manner that ensures that access is limited to the persons
24 authorized under this Order.
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1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the Court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

5
6 (a) the Receiving Party’s Outside Counsel of Record in this Action,
7 as well as employees of said Outside Counsel of Record to whom it is reasonably
8 necessary to disclose the information for this Action;

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10 (b) the officers, directors, and employees (including House
11 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
12 this Action;

13
14 (c) Experts (as defined in this Order) of the Receiving Party to
15 whom disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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18 (d) the Court and its personnel;

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20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and
22 Professional Vendors to whom disclosure is reasonably necessary for this Action
23 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
24 A);
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1 (g) the author or recipient of a document containing the
2 information or a custodian or other person who otherwise possessed or knew the
3 information;
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5 (h) during their depositions, witnesses, and attorneys for witnesses,
6 in the Action to whom disclosure is reasonably necessary provided: (1) the
7 deposing party requests that the witness sign the form attached as Exhibit A hereto;
8 and (2) they will not be permitted to keep any Confidential Information unless both
9 parties agree and they sign the “Acknowledgment and Agreement to Be Bound”
10 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
11 Court. Pages of transcribed deposition testimony or exhibits to depositions that
12 reveal Protected Material may be separately bound by the court reporter and may
13 not be disclosed to anyone except as permitted under this Stipulated Protective
14 Order; and
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18 (i) any mediator or settlement officer, and their supporting
19 personnel, mutually agreed upon by any of the parties engaged in settlement
20 discussions.
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22 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted
24 in writing by the Designating Party, a Receiving Party may disclose any
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1 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY” only to:

3
4 (a) the Receiving Party’s Outside Counsel of Record in this Action,
5 as well as employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;

7
8 (b) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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12 (c) the Court and its personnel;

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14 (d) court reporters and their staff;

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16 (e) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and who have
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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20 (f) the author or recipient of a document containing the information or
21 a custodian or other person who otherwise possessed or knew the information;

22
23 (g) during their depositions, witnesses, and attorneys for witnesses, in
24 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
25 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
26 they will not be permitted to keep any Confidential Information unless both parties
27 agree and they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit

1 A), unless otherwise agreed by the Designating Party or ordered by the Court.
2 Pages of transcribed deposition testimony or exhibits to depositions that reveal
3 Protected Material may be separately bound by the court reporter and may not be
4 disclosed to anyone except as permitted under this Stipulated Protective Order; and
5

6 (h) any mediator or settlement officer, and their supporting personnel,
7
8 mutually agreed upon by any of the parties engaged in settlement discussions.

9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
10 **PRODUCED IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation
12 that compels disclosure of any information or items designated in this Action as
13 “CONFIDENTIAL” or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY” that Party must:
15

16 (a) promptly notify in writing the Designating Party. Such
17 notification shall include a copy of the subpoena or court order;
18

19 (b) promptly notify in writing the party who caused the subpoena
20 or order to issue in the other litigation that some or all of the material covered by
21 the subpoena or order is subject to this Protective Order. Such notification shall
22 include a copy of this Stipulated Protective Order; and
23

24 (c) cooperate with respect to all reasonable procedures sought to be
25 pursued by the Designating Party whose Protected Material may be affected.
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1 If the Designating Party timely seeks a protective order, the Party served
2 with the subpoena or court order shall not produce any information designated in
3 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
5 subpoena or order issued, unless the Party has obtained the Designating Party’s
6 permission. The Designating Party shall bear the burden and expense of seeking
7 protection in that court of its confidential material and nothing in these provisions
8 should be construed as authorizing or encouraging a Receiving Party in this Action
9 to disobey a lawful directive from another court.
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13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced
16 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced
18 by Non-Parties in connection with this litigation is protected by the remedies and
19 relief provided by this Order. Nothing in these provisions should be construed as
20 prohibiting a Non-Party from seeking additional protections.
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23 (b) In the event that a Party is required, by a valid discovery
24 request, to produce a Non-Party’s Confidential Information in its possession, and
25 the Party is subject to an agreement with the Non-Party not to produce the Non-
26 Party’s Confidential Information, then the Party shall:
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1 (1) promptly notify in writing the Requesting Party and the
2 Non-Party that some or all of the information requested is subject to a
3 confidentiality agreement with a Non-Party;
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5 (2) promptly provide the Non-Party with a copy of the
6 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
7 reasonably specific description of the information requested; and
8

9 (3) make the information requested available for inspection
10 by the Non-Party, if requested.
11

12 (c) If the Non-Party fails to seek a protective order from this Court
13 within 14 days of receiving the notice and accompanying information, the
14 Receiving Party may produce the Non-Party's Confidential Information responsive
15 to the discovery request. If the Non-Party timely seeks a protective order, the
16 Receiving Party shall not produce any information in its possession or control that
17 is subject to the confidentiality agreement with the Non-Party before a
18 determination by the Court. Absent a court order to the contrary, the Non-Party
19 shall bear the burden and expense of seeking protection in this Court of its
20 Protected Material.
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24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has
26 disclosed Protected Material to any person or in any circumstance not authorized
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1 under this Stipulated Protective Order, the Receiving Party must immediately (a)
2 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
3 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
4 the person or persons to whom unauthorized disclosures were made of all the terms
5 of this Order, and (d) request such person or persons to execute the
6 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
7
8 A.

9
10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
11 **OTHERWISE PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other
14 protection, the obligations of the Receiving Parties are those set forth in Federal
15 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
16 whatever procedure may be established in an e-discovery order that provides for
17 production without prior privilege review. Pursuant to Federal Rule of Evidence
18 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
19 of a communication or information covered by the attorney-client privilege or
20 work product protection, the parties may incorporate their agreement in the
21 stipulated protective order submitted to the Court.
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1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.
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5 12.2 Right to Assert Other Objections. By stipulating to the entry of this
6 Protective Order, no Party waives any right it otherwise would have to object to
7 disclosing or producing any information or item on any ground not addressed in
8 this Stipulated Protective Order. Similarly, no Party waives any right to object on
9 any ground to use in evidence of any of the material covered by this Protective
10 Order.
11

12 12.3 Filing Protected Material. A Party that seeks to file under seal any
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material
14 may only be filed under seal pursuant to a court order authorizing the sealing of the
15 specific Protected Material at issue; good cause must be shown in the request to
16 file under seal. If a Party's request to file Protected Material under seal is denied
17 by the Court, then the Receiving Party may file the information in the public record
18 unless otherwise instructed by the Court.
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22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, within 60 days of a written request
24 by the Designating Party, each Receiving Party must return all Protected Material
25 to the Producing Party or destroy such material. As used in this subdivision, "all
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1 Protected Material” includes all copies, abstracts, compilations, summaries, and
2 any other format reproducing or capturing any of the Protected Material. Whether
3 the Protected Material is returned or destroyed, the Receiving Party must submit a
4 written certification to the Producing Party (and, if not the same person or entity, to
5 the Designating Party) by the 60-day deadline that (1) all the Protected Material
6 that was returned or destroyed and (2) affirms that the Receiving Party has not
7 retained any copies, abstracts, compilations, summaries or any other format
8 reproducing or capturing any of the Protected Material. Notwithstanding this
9 provision, counsel is entitled to retain an archival copy of all pleadings, motion
10 papers, trial, deposition, and hearing transcripts, legal memoranda,
11 correspondence, deposition and trial exhibits, expert reports, attorney work
12 product, and consultant and expert work product, even if such materials contain
13 Protected Material. Any such archival copies that contain or constitute Protected
14 Material remain subject to this Protective Order as set forth in Section 4
15 (DURATION).

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21 14. Any violation of this Order may be punished by any and all
22 appropriate measures including, without limitation, contempt proceedings and/or
23 monetary sanctions.
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28

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
AGREED TO SUBSTANCE AND FORM**

Dated: December 9, 2024 HOLLAND & KNIGHT LLP

By: /s/ Jacob B. Hadjis
Stacey H. Wang (SBN 245195)
L. Bradley Hancock (*admitted pro hac vice*)
Agnes Doyle (*admitted pro hac vice*)
Jacob B. Hadjis (*admitted pro hac vice*)

**ATTORNEYS FOR DEFENDANTS
AIR HORNS OF TEXAS, LLC,
TEXAS AIR HORNS, LLC, GERALD
GABBERT, JASON GABBERT,
JANA HILDRETH**

Dated: December 9, 2024 FOX ROTHSCHILD LLP

By: /s/ Aaron M. Scott (by permission)
Aaron M. Scott (SBN 353606)
Matthew R. Follet (SBN 325481)
Daniel D. Douglas (SBN 328280)

**ATTORNEYS FOR PLAINTIFF
GROVER PRODUCTS, LLC**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: December 17, 2024



Honorable Patricia Donahue
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Grover Products, LLC v. Air Horns of Texas, LLC, et. al.*, 2:24-cv-08002 CAS (PDx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any document, information, material or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

Address: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____